

Exhibit A



Attorneys at Law

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November 19, 2021

VIA EMAIL

Samuel O. Maduegbuna, Esq.
William W. Cowles, Esq.
Maduegbuna Cooper LLP
30 Wall Street
8th Floor
New York, NY 10005

Re: *Amy Miller v. Levi & Korsinsky, LLP, et al.*
Civil Action No. 1:20-cv-01390 (LAP) (BCM)

Dear Sam and Will:

On behalf of Defendants Levi & Korsinsky, LLP (“L&K”), Eduard Korsinsky (“Korsinsky”) and Joseph Levi (“Levi”) (collectively, “Defendants”) in the above-referenced matter, we are transmitting documents numbered L&K 000211 – L&K 000625, responsive to the Plaintiff’s First Set of Interrogatories, Plaintiff’s First Request for Production of Documents, Plaintiff’s allegations set forth in the Complaint filed in the above matter on February 8, 2021, and/or Defendants’ defenses to the allegations set forth in the Complaint, consistent with our several written and oral communications concerning our mutual ESI search responsibilities and compliance with the Court-ordered November 19 production deadline. The documents have been designated as “Confidential” pursuant to the Confidentiality Stipulation and Order So Ordered on May 6, 2021 (ECF Docket No. 35). This production of ESI is being made pursuant to the Court’s Civil Case Management Plan and Scheduling Order of September 20, 2021 (ECF Docket No. 43), which requires “all parties to finish their productions of responsive ESI by November 19, 2021.”

As we informed you in our letter of November 16, 2021, Defendants “hope[d] to conclude open matters concerning the ESI protocol quickly so all parties, to the extent they have not already done so, may move forward with their respective reviews leading to, at a minimum, a rolling production by the November 19, 2021 Court-ordered deadline regarding ESI discovery.” As you know from our several communications, the excessive and non-proportional scope of Plaintiff’s discovery requests and ESI search terms produced an inordinate number of hits, requiring disproportionate commitment of resources for review to determine responsive documents, as we endeavored to expand the scope of searches that were underway to accommodate your comments. Those actions during the past two months were taken by Defendants to comply with their discovery obligations to Plaintiff and the Court, complete their ESI reviews, and make their ESI production by today’s Court-ordered deadline. L&K has had to engage in review of thousands of largely non-

Samuel O. Maduegbuna, Esq.
William W. Cowles, Esq.
November 19, 2021
Page 2

relevant and non-responsive documents generated by Plaintiff's proposed search terms for various time frames contained within the general time frame of August 1, 2016 to June 1, 2019.¹

By producing the documents transmitted herewith, Defendants believe they have completed their production of ESI in good faith. We regret that Plaintiff has failed so absolutely to evidence corresponding good faith to fulfill her discovery responsibilities, which are minimal relative to the burden Plaintiff's positions have imposed on Defendants. Our November 16 deficiency letter laments the pervasiveness of Plaintiff's failures to fulfill her responsibilities and to enable the meaningful relevant and proportional discovery Defendants seek. Notwithstanding Plaintiff's comparatively simple and modest obligations to produce available and responsive documents concerning her detailed Complaint and extraordinary damages claims, Plaintiff has produced nothing going to core factual allegations on which she bases her claims and damages, and she has not indicated anything to show affirmatively that a good faith ESI search has been commenced to produce complete or at least substantial rolling production by today's ESI deadline. In contrast, Defendants have apprised Plaintiff of their time-consuming efforts to move forward with either a rolling production or full production by today's Court-ordered ESI discovery deadline.

We understand that you may disagree with Defendants' belief that their ESI production is complete and final. To the extent Plaintiff disagrees with Defendants' complete fulfillment of their production responsibilities, we invite a meet and confer as soon as counsel can be available after the Thanksgiving holiday, given that Allen Roberts and I have previously planned commitments and Allen does not return from international travel until November 30.

Very truly yours,

/s/ *Lori A. Medley*
Lori A. Medley

Enclosures

¹ The search terms utilized by L&K are set forth in Appendix A of the ESI Protocol. A copy of Appendix A is annexed hereto as Exhibit A. Plaintiff proposed and/or approved all of the search terms set forth in Appendix A in the following correspondence: (1) November 1, 2021 letter from William Cowles, Esq. ("Cowles") stating "we have an agreement on searching the non-Miller custodians for search terms;" (2) November 5, 2021 letter from Mr. Cowles setting forth Plaintiff's proposed search terms for the time period of March 28, 2019 to June 1, 2019; (3) November 15, 2021 email from Mr. Cowles stating "we have reviewed the Hit Report Defendants provided on November 15 [sic] to search Miller's L&K's [sic] ESI. We agree with the terms and suggest Defendants move forward with that collection" and "we will wait to hear from Defendants on Plaintiff's November 15 [sic] proposal to expand the search of L&K's ESI past March 28, 2019 to June 1, 2019" By letter dated November 16, 2021, Defendants stated with respect to Plaintiff's proposed search terms for the time period of March 28, 2019 to June 1, 2019 that "Defendants [after having applied filters and/or Boolean "but not" searches as set forth in the November 16 letter and Appendix A] are reviewing for responsiveness and privilege this reduced set of unique documents for "Amy" and "Miller," as well as the unique documents containing hits for the other search terms proposed in Section I of the November 5 letter."

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APPENDIX A

Custodian	Time Frame	Search Terms
Amy Miller	August 15, 2016 – March 28, 2019	<p>hire or promote or interview</p> <p>(bonus or salary or contract or fees or compensation or commission or raise or “equal pay”) w/40 (firm or “L&K” or LK or Ed or Joe)</p> <p>(profit or loss or “P/L” or “P/L numbers”) w/40 (compensation or salary or bonus)</p> <p>(\$30,000 or “thirty thousand”) w/40 bonus</p> <p>(Fox or “Fox News”) w/40 (fees or commission)</p> <p>(“Patriot National” or Patriot) w/40 (fees or commission)</p> <p>(woman or mother or mommy or kids or children or babies or daycare or caregiver or babysitter or telecommute or distract* or family or husband or wife or father) w/40 (firm or “L&K” or “LK” or Ed or Joe)</p> <p>home w/40 work</p> <p>“earned vacation”</p> <p>(discriminate or sexist or sexism or retaliate or retaliation) w/40 (firm or LK or “L&K” or Ed or Joe)</p> <p>(resign* or leave* or quit* or fire or severance) w/40 (firm or “L&K” or Ed or Joe)</p>

	September 1, 2018 – January 15, 2019	\$15,000 or “fifteen thousand”
	March 1, 2018 – March 28, 2019	McKesson w/40 (fees or commission or portable)
	December 15, 2018 – March 1, 2019	(office or “conference room”) w/40 (move or moving) w/10 Ed
	October 1, 2018 – March 28, 2019	(“Air Industries” or CBS or MiMedex or Guess or Ubiquiti) w/40 (fees or commission)
Eduard Korsinsky	August 1, 2016 – March 28, 2019	(hire or promote or interview) w/40 (Amy or Miller) (bonus or salary or contract or fees or compensation or commission or raise or “equal pay”) w/40 (Amy or Miller) (profit or loss or “P/L” or “P/L numbers” w/40 (Amy or Miller) (\$30,000 or “thirty thousand”) w/40 (Amy or Miller) (Fox or “Fox News”) w/40 (Amy or Miller) (“Patriot National” or Patriot or National) w/40 (Amy or Miller)

		<p>(woman or mother or mommy or kids or children or babies or home or daycare or caregiver or babysitter or telecommute or distract* or family or husband or wife or father) w/40 (Amy or Miller)</p> <p>“earned vacation” w/40 (Amy or Miller)</p> <p>(discriminate or sexist or sexism or retaliate or retaliation) w/40 (Amy or Miller)</p> <p>(resign* or leave* or quit* or fire or severance) w/40 (Amy or Miller)</p>
	September 1, 2018 – January 15, 2019	(\$15,000 or “fifteen thousand”) w/40 (Amy or Miller)
	March 1, 2018 – March 28, 2019	McKesson w/40 (Amy or Miller)
	December 15, 2018 – March 1, 2019	(office or “conference room”) w/40 (Amy or Miller)
	October 1, 2018 – March 28, 2019	(“Air Industries” or CBS or MiMedex or Guess or Ubiquiti) w/40 (Amy or Miller)
Joseph Levi	August 1, 2016 – March 28, 2019	<p>(hire or promote or interview) w/40 (Amy or Miller)</p> <p>(bonus or salary or contract or fees or compensation or commission or raise or “equal pay”) w/40 (Amy or Miller)</p> <p>(profit or loss or “P/L” or “P/L numbers” w/40 (Amy or</p>

		<p>Miller)</p> <p>(\$30,000 or “thirty thousand”) w/40 (Amy or Miller)</p> <p>(Fox or “Fox News”) w/40 (Amy or Miller)</p> <p>(“Patriot National” or Patriot or National) w/40 (Amy or Miller)</p> <p>(woman or mother or mommy or kids or children or babies or home or daycare or caregiver or babysitter or telecommute or distract* or family or husband or wife or father) w/40 (Amy or Miller)</p> <p>“earned vacation” w/40 (Amy or Miller)</p> <p>(discriminate or sexist or sexism or retaliate or retaliation) w/40 (Amy or Miller)</p> <p>(resign* or leave* or quit* or fire or severance) w/40 (Amy or Miller)</p>
	September 1, 2018 – January 15, 2019	(\$15,000 or “fifteen thousand”) w/40 (Amy or Miller)
	March 1, 2018 – March 28, 2019	McKesson w/40 (Amy or Miller)
	December 15, 2018 – March 1, 2019	(office or “conference room”) w/40 (Amy or Miller)
	October 1, 2018 – March 28, 2019	(“Air Industries” or CBS or MiMedex or Guess or Ubiquiti) w/40 (Amy or

		Miller)
Svetlana Mayzus	August 1, 2016 – March 28, 2019	<p>(hire or promote or interview) w/40 (Amy or Miller)</p> <p>(bonus or salary or contract or fees or compensation or commission or raise or “equal pay”) w/40 (Amy or Miller)</p> <p>(profit or loss or “P/L” or “P/L numbers” w/40 (Amy or Miller)</p> <p>(\$30,000 or “thirty thousand”) w/40 (Amy or Miller)</p> <p>(Fox or “Fox News”) w/40 (Amy or Miller)</p> <p>(“Patriot National” or Patriot or National) w/40 (Amy or Miller)</p> <p>(woman or mother or mommy or kids or children or babies or home or daycare or caregiver or babysitter or telecommute or distract* or family or husband or wife or father) w/40 (Amy or Miller)</p> <p>“earned vacation” w/40 (Amy or Miller)</p> <p>(discriminate or sexist or sexism or retaliate or retaliation) w/40 (Amy or Miller)</p> <p>(resign* or leave* or quit* or fire or severance) w/40 (Amy or Miller)</p>
	September 1, 2018 – January 15, 2019	(\$15,000 or “fifteen thousand”) w/40 (Amy or

		Miller)
	March 1, 2018 – March 28, 2019	McKesson w/40 (Amy or Miller)
	December 15, 2018 – March 1, 2019	(office or “conference room”) w/40 (Amy or Miller)
	October 1, 2018 – March 28, 2019	(“Air Industries” or CBS or MiMedex or Guess or Ubiquiti) w/40 (Amy or Miller)
Arthur Homewood	November 17, 2017 – September 15, 2018	<p>(hire or promote or interview) w/40 (Amy or Miller)</p> <p>(bonus or salary or contract or fees or compensation or commission or raise or “equal pay”) w/40 (Amy or Miller)</p> <p>(profit or loss or “P/L” or “P/L numbers” w/40 (Amy or Miller)</p> <p>(\$30,000 or “thirty thousand”) w/40 (Amy or Miller)</p> <p>(Fox or “Fox News”) w/40 (Amy or Miller)</p> <p>(“Patriot National” or Patriot or National) w/40 (Amy or Miller)</p> <p>(woman or mother or mommy or kids or children or babies or home or daycare or caregiver or babysitter or telecommute or distract* or family or husband or wife or father) w/40 (Amy or Miller)</p> <p>“earned vacation” w/40 (Amy or Miller)</p>

		(discriminate or sexist or sexism or retaliate or retaliation) w/40 (Amy or Miller) (resign* or leave* or quit* or fire or severance) w/40 (Amy or Miller)
	September 1, 2018 – September 15, 2018	(\$15,000 or “fifteen thousand”) w/40 (Amy or Miller)
	March 1, 2018 – September 15, 2018	McKesson w/40 (Amy or Miller)
Shannon Hopkins	December 1, 2018 – March 28, 2019	(hire or promote or interview) w/40 (Amy or Miller) (bonus or salary or contract or fees or compensation or commission or raise or “equal pay”) w/40 (Amy or Miller) (profit or loss or “P/L” or “P/L numbers” w/40 (Amy or Miller) (\$30,000 or “thirty thousand”) w/40 (Amy or Miller) (Fox or “Fox News”) w/40 (Amy or Miller) (“Patriot National” or Patriot or National) w/40 (Amy or Miller) (woman or mother or mommy or kids or children or babies or home or daycare or caregiver or babysitter or telecommute or distract* or family or husband or wife or

		<p>father) w/40 (Amy or Miller)</p> <p>“earned vacation” w/40 (Amy or Miller)</p> <p>(discriminate or sexist or sexism or retaliate or retaliation) w/40 (Amy or Miller)</p> <p>(resign* or leave* or quit* or fire or severance) w/40 (Amy or Miller)</p>
	September 1, 2018 – January 15, 2019	(\$15,000 or “fifteen thousand”) w/40 (Amy or Miller)
	March 1, 2018 – March 28, 2019	McKesson w/40 (Amy or Miller)
	December 15, 2018 – March 1, 2019	(office or “conference room”) w/40 (Amy or Miller)
	October 1, 2018 – March 28, 2019	(“Air Industries” or CBS or MiMedex or Guess or Ubiquiti) w/40 (Amy or Miller)
Eduard Korsinsky Joseph Levi Sveltana Mayzus Shannon Hopkins	March 29, 2019 – June 1, 2019	<p>Amy [if any other person with the name “Amy” appears in the search who is not the Plaintiff in this action, appears in the search, a filter or Boolean connector of “NOT” will be used to avoid overinclusiveness]</p> <p>Miller [if any other person with the name “Miller” appears in the search who is not the Plaintiff in this action, appears in the search, a filter or Boolean connector of “NOT” will be used to avoid overinclusiveness]</p>

		<p>McKesson w/40 (fees or settlement or commission or bonus)</p> <p>Amalgamated w/40 (fees or settlement or commission or bonus)</p> <p>Fox w/40 (fees or settlement or commission or bonus)</p> <p>Patriot w/40 (fees or settlement or commission or bonus)</p> <p>Air Industries w/40 (fees or settlement or commission or bonus)</p> <p>CBS w/40 (fees or settlement or commission or bonus)</p> <p>MiMedex w/40 (fees or settlement or commission or bonus)</p> <p>Guess w/40 (fees or settlement or commission or bonus)</p> <p>Ubiquiti w/40 (fees or settlement or commission or bonus)</p>
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